

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS				1. REQUISITION NUMBER 98-6140-7000		PAGE 1 OF 54	
OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30				5. SOLICITATION NUMBER 98HQSS1006		6. SOLICITATION ISSUE DATE 1/31/98	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kathleen M. Craig		b. TELEPHONE NUMBER (No collect calls) (703) 648-7357		8. OFFER DUE DATE/ LOCAL TIME 3:00 P.M. 3/6/98	
9. ISSUED BY PROCUREMENT BRANCH B ROOM 6A331 U S GEOLOGICAL SURVEY 12201 SUNRISE VALLEY DRIVE MS205B RESTON, VA 20192				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8744 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS(15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO Place of delivery to be stated on each delivery order.				16. ADMINISTERED BY CONTRACT ADMINISTRATION BRANCH MS205K U S GEOLOGICAL SURVEY 12201 SUNRISE VALLEY DRIVE RESTON, VA 20192		12. DISCOUNT TERMS	
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY OFFICE OF FINANCIAL MANAGEMENT MS270 U S GEOLOGICAL SURVEY 12201 SUNRISE VALLEY DRIVE RESTON, VA 20192			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input checked="" type="checkbox"/> SEE ADDENDUM Page 2			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		See attached schedule (Attach Additional Sheets as Necessary)					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>4</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u> </u> OFFER <input type="checkbox"/> DATED <u> </u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. ACCOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41c. DATE				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

AUTHORIZED FOR LOCAL REPRODUCTION

In Reply Refer To:
USGS Mail Stop 205B

To: All Offerors

From: The Contracting Officer

Subject: Acquisition Streamlining

As many of you are well aware, there have been many changes in the area of Federal acquisition in response to the Federal Acquisition Streamlining Act (FASA) of 1994 and the Federal Acquisition Reform Act (FARA) of 1996 (now part of the Clinger-Cohen Act). One of the most significant policy initiatives resulting from the FARA is the rewrite of Part 15 of the Federal Acquisition Regulations (FAR), (which became effective on January 1, 1998 for the Dept. of Interior). This part of the FAR addresses contracting by negotiation.

Before competing for contracts in the Federal sector, it's imperative that vendors become familiar with the major areas of the FAR, including Parts 15 and 12 for commercial items and services. The entire FAR can be accessed via Internet at the following address: <http://www.arnet.gov/far>.

The services required in the attached solicitation have been determined to be commercially available. FAR Part 12 governs the acquisition of commercial items and services. When a solicitation is issued under FAR Part 12, it is anticipated that negotiation-type discussions will not occur and award will be made from the initial proposal submission. However, if discussions become necessary for this solicitation, the procedures under FAR Part 15 will apply to those discussions.

Special emphasis is directed to FAR 15.306(c) *Competitive Range*, paragraph (2). This paragraph states that the Contracting Officer can limit the number of proposals in the competitive range, for purposes of efficiency, to the greatest number that will permit an efficient competition among the most highly rated proposals. This is a very crucial change to the rules, and could result in a proposal not being included in the competitive range even though it is evaluated as fully acceptable. However, this also means that offerors do not continue to incur proposal expenses when they are not among the most highly rated proposals.

In conclusion, the more familiar you are with the most current changes in acquisition policy, the better equipped you will be to compete for the award of Federal contracts. Thank you very much for your interest in the U.S. Geological Survey hazardous waste removal solicitation.

Sincerely,

Kathleen M. Craig
Contracting Officer

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The structure of this solicitation is in accordance with Part 12 of the Federal Acquisition Regulations (FAR), subpart 12.203 Contract Format for the acquisition of commercial items and services as follows:

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Offerors Questions

All communications such as requests for clarification, questions, or other inquiries should be submitted in writing to none other than the Contracting Officer at the address that follows (inquiries via facsimile are acceptable):

Ms. Kathleen Craig, Contracting Officer
U.S. Geological Survey
12201 Sunrise Valley Drive, MS205B
Reston, VA 20192

Ref: Solicitation No. 98HQSS1006

Facsimile No.: (703) 648-7901

Offeror's questions must be received at the place specified above no later than February 20, 1998 at 3:00 p.m. local time. Extensions for receipt of offers will not be granted to offerors submitting questions after this time.

Helpful Internet Web Sites

Instant Access to this solicitation: <http://www.usgs.gov/contracts/contracts.html>

Federal Acquisition Regulations (FAR) On-Line (plus much other information):
<http://www.arnet.gov/References/References.html>

ADDENDUM TO SF 1449, Page 1, Block 18b

Invoices shall be mailed to the following:

U.S. Geological Survey
12201 Sunrise Valley Drive, MS 246
Reston, VA 20192

Attn: [To be determined at contract award]

The following shall be awarded as an indefinite delivery indefinite quantity (IDIQ) contract in which all quantities shall be ordered via delivery orders. No performance of services shall be ordered by means of the awarded contract. The estimated quantities stated herein are estimates only.

This solicitation shall result in a one-year contract with options to extend the contract via unilateral modification for two additional one-year periods. The estimated quantities stated on pages 3-12 represent the USGS' best estimate for each one-year period of performance with a stated minimum of \$20,000 and a stated maximum of \$80,000. Waste quantities and types may vary based upon the individual activities of the laboratories at the serviced locations, minimum and maximum will remain the same for the option years.

All of the following Contract Line Item Numbers (CLINs) are indefinite delivery-indefinite quantity line items that may be ordered by the Government via delivery orders:

BASE YEAR (for a period of twelve months from the date of contract award):

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
0001	ASBESTOS				
0001A	55 Gallon	2	EA.	\$_____	\$_____
0001B	30 Gallon	2	EA.	\$_____	\$_____
0001C	5 Gallon	2	EA.	\$_____	\$_____
0002	LABPACKS				
0002A	Non-hazardous Solid 55 Gallon	2	EA.	\$_____	\$_____
0002B	Non-hazardous Solid 30 Gallon	2	EA.	\$_____	\$_____
0002C	Non-hazardous Solid 5 Gallon	2	EA.	\$_____	\$_____
0002D	Non-hazardous Liquid 55 Gallon	2	EA.	\$_____	\$_____
0002E	Non-hazardous Liquid 30 Gallon	2	EA.	\$_____	\$_____
0002F	Non-hazardous Liquid 5 Gallon	2	EA.	\$_____	\$_____
0002G	PCB Solid 55 Gallon	1	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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0002H	PCB Solid 30 Gallon	1	EA.	\$_____	\$_____
0002I	PCB Solid 5 Gallon	1	EA.	\$_____	\$_____
0003	INCINERATION LABPACKS				
0003A	Solids 55 Gallon	8	EA.	\$_____	\$_____
0003B	Solids 30 Gallon	5	EA.	\$_____	\$_____
0003C	Solids 15 Gallon	8	EA.	\$_____	\$_____
0003D	Solids 5 Gallon	8	EA.	\$_____	\$_____
0003E	Liquids 55 Gallon	5	EA.	\$_____	\$_____
0003F	Liquids 30 Gallon	5	EA.	\$_____	\$_____
0003G	Liquids 15 Gallon	5	EA.	\$_____	\$_____
0003H	Liquids 5 Gallon	8	EA.	\$_____	\$_____
0004	BLENDABLE LIQUIDS				
0004A	55 Gallon	5	EA.	\$_____	\$_____
0004B	30 Gallon	3	EA.	\$_____	\$_____
0004C	5 Gallon	5	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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0005	BLENDABLE SLUDGE				
0005A	55 Gallon	5	EA.	\$_____	\$_____
0005B	30 Gallon	3	EA.	\$_____	\$_____
0005C	5 Gallon	5	EA.	\$_____	\$_____
0006	BLENDABLE SOLIDS				
0006A	55 Gallon	2	EA.	\$_____	\$_____
0006B	30 Gallon	3	EA.	\$_____	\$_____
0006C	5 Gallon	1	EA.	\$_____	\$_____
0007	LAB PACK - CONSOLIDATION FOR BULK W/PACKING				
0007A	55 Gallon	2	EA.	\$_____	\$_____
0007B	30 Gallon	3	EA.	\$_____	\$_____
0007C	15 Gallon	3	EA.	\$_____	\$_____
0007D	5 Gallon	3	EA.	\$_____	\$_____
0008	LAB PACK - FOR INCINERATION W/PACKING MATERIALS				
0008A	55 Gallon	8	EA.	\$_____	\$_____
0008B	30 Gallon	7	EA.	\$_____	\$_____
0008C	15 Gallon	10	EA.	\$_____	\$_____
0008D	5 Gallon	10	EA.	\$_____	\$_____
0009	REACTIVE AND EXPLOSIVES				
0009A	Remote Arm Opening (Per Container or pounds)	1	EA.	\$_____	\$_____

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0009B	Neutralization (Per pound)	1	EA.	\$_____	\$_____
0010	RECYCLE (PER POUND)				
0010A	Lead Acid Batteries	15	EA.	\$_____	\$_____
0010B	Gas Cylinders	10	EA.	\$_____	\$_____
0010C	Small (Lecture Bottles)	10	EA.	\$_____	\$_____
0010D	Medium (Lecture Bottles)	10	EA.	\$_____	\$_____
0010E	Large (Lecture Bottles)	10	EA.	\$_____	\$_____
0010F	Gas Cylinder Analysis 10		EA.	\$_____	\$_____
0011	ANALYTICAL				
0011A	Percent Water	2	EA.	\$_____	\$_____
0011B	PH	2	EA.	\$_____	\$_____
0011C	Specific Gravity	2	EA.	\$_____	\$_____
0011D	Heat Content	2	EA.	\$_____	\$_____
0011E	Total Halogens	2	EA.	\$_____	\$_____
0011F	EPA-Listed Water Solvents	2	EA.	\$_____	\$_____
0011G	Flash Point	2	EA.	\$_____	\$_____
0011H	Heat of Combustion	2	EA.	\$_____	\$_____
0011I	Unknown Acid ID	2	EA.	\$_____	\$_____
0011J	Total Organic Chlorine	2	EA.	\$_____	\$_____
0011K	Oil and Grease Content	2	EA.	\$_____	\$_____
0011L	PCB Content - Solids	2	EA.	\$_____	\$_____

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0011M	PCB Content - Aqueous Liquid	2	EA.	\$_____	\$_____
0011N	PCB Content - Oil	2	EA.	\$_____	\$_____
0011O	Total Organic Carbon	2	EA.	\$_____	\$_____
0011P	Total Metals (Per Element)	2	EA.	\$_____	\$_____
0011Q	Total Petroleum Hydrocarbons	2	EA.	\$_____	\$_____
0011R	Benzene, Toluene, Ethyl Benzene, Xylene (Betx)	2	EA.	\$_____	\$_____
0012	LEVEL I ANALYSIS Includes Color, Odor, Phases PH, Flash Point Organic Chlorides, Oil & Grease BTU, % Volatile, % Ash, % Residue at 100 Degrees C	1	EA.	\$_____	\$_____
0013	LEVEL II ANALYSIS Includes Level I Parameters Plus Acid Content, PCB Screen, Solvent Screen, Glycol Content	1	EA.	\$_____	\$_____
0014	TOXICITY LEACHING PROCEDURE (TCLP)				
0014A	Extraction for Non-Volatile	2	EA.	\$_____	\$_____
0014B	Herbicides/Pesticides	2	EA.	\$_____	\$_____
0014C	Metals	2	EA.	\$_____	\$_____
0014D	Semi-Volatile	1	EA.	\$_____	\$_____
0015	Bio-Hazard Waste (Per Pound)	1	EA.	\$_____	\$_____

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OPTION YEAR ONE (from expiration of Base Year through twelve months):

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
1001	ASBESTOS				
1001A	55 Gallon	2	EA.	\$_____	\$_____
1001B	30 Gallon	2	EA.	\$_____	\$_____
1001C	5 Gallon	2	EA.	\$_____	\$_____
1002	LABPACKS				
1002A	Non-hazardous Solid 55 Gallon	2	EA.	\$_____	\$_____
1002B	Non-hazardous Solid 30 Gallon	2	EA.	\$_____	\$_____
1002C	Non-hazardous Solid 5 Gallon	2	EA.	\$_____	\$_____
1002D	Non-hazardous Liquid 55 Gallon	2	EA.	\$_____	\$_____
1002E	Non-hazardous Liquid 30 Gallon	2	EA.	\$_____	\$_____
1002F	Non-hazardous Liquid 5 Gallon	2	EA.	\$_____	\$_____
1002G	PCB Solid 55 Gallon	1	EA.	\$_____	\$_____
1002H	PCB Solid 30 Gallon	1	EA.	\$_____	\$_____
1002I	PCB Solid 5 Gallon	1	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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1003 INCINERATION LABPACKS

1003A	Solids 55 Gallon	8	EA.	\$_____	\$_____
1003B	Solids 30 Gallon	5	EA.	\$_____	\$_____
1003C	Solids 15 Gallon	8	EA.	\$_____	\$_____
1003D	Solids 5 Gallon	8	EA.	\$_____	\$_____
1003E	Liquids 55 Gallon	5	EA.	\$_____	\$_____
1003F	Liquids 30 Gallon	5	EA.	\$_____	\$_____
1003G	Liquids 15 Gallon	5	EA.	\$_____	\$_____
1003H	Liquids 5 Gallon	8	EA.	\$_____	\$_____

1004 BLENDABLE LIQUIDS

1004A	55 Gallon	5	EA.	\$_____	\$_____
1004B	30 Gallon	3	EA.	\$_____	\$_____
1004C	5 Gallon	5	EA.	\$_____	\$_____

1005 BLENDABLE SLUDGE

1005A	55 Gallon	5	EA.	\$_____	\$_____
1005B	30 Gallon	3	EA.	\$_____	\$_____
1005C	5 Gallon	5	EA.	\$_____	\$_____

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1006	BLENDABLE SOLIDS				
1006A	55 Gallon	2	EA.	\$_____	\$_____
1006B	30 Gallon	3	EA.	\$_____	\$_____
1006C	5 Gallon	1	EA.	\$_____	\$_____
1007	LAB PACK - CONSOLIDATION FOR BULK W/PACKING				
1007A	55 Gallon	2	EA.	\$_____	\$_____
1007B	30 Gallon	3	EA.	\$_____	\$_____
1007C	15 Gallon	3	EA.	\$_____	\$_____
1007D	5 Gallon	3	EA.	\$_____	\$_____
1008	LAB PACK - FOR INCINERATION W/PACKING MATERIALS				
1008A	55 Gallon	8	EA.	\$_____	\$_____
1008B	30 Gallon	7	EA.	\$_____	\$_____
1008C	15 Gallon	10	EA.	\$_____	\$_____
1008D	5 Gallon	10	EA.	\$_____	\$_____
1009	REACTIVE AND EXPLOSIVES				
1009A	Remote Arm Opening (Per Container or pounds)	1	EA.	\$_____	\$_____
1009B	Neutralization (Per pound)	1	EA.	\$_____	\$_____
1010	RECYCLE (PER POUND)				
1010A	Lead Acid Batteries	15	EA.	\$_____	\$_____
1010B	Gas Cylinders	10	EA.	\$_____	\$_____

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1010C	Small (Lecture Bottles)	10	EA.	\$_____	\$_____
1010D	Medium (Lecture Bottles)	10	EA.	\$_____	\$_____
1010E	Large (Lecture Bottles)	10	EA.	\$_____	\$_____
1010F	Gas Cylinder Analysis 10		EA.	\$_____	\$_____
1011	ANALYTICAL				
1011A	Percent Water	2	EA.	\$_____	\$_____
1011B	PH	2	EA.	\$_____	\$_____
1011C	Specific Gravity	2	EA.	\$_____	\$_____
1011D	Heat Content	2	EA.	\$_____	\$_____
1011E	Total Halogens	2	EA.	\$_____	\$_____
1011F	EPA-Listed Water Solvents	2	EA.	\$_____	\$_____
1011G	Flash Point	2	EA.	\$_____	\$_____
1011H	Heat of Combustion	2	EA.	\$_____	\$_____
1011I	Unknown Acid ID	2	EA.	\$_____	\$_____
1011J	Total Organic Chlorine	2	EA.	\$_____	\$_____
1011K	Oil and Grease Content	2	EA.	\$_____	\$_____
1011L	PCB Content - Solids	2	EA.	\$_____	\$_____
1011M	PCB Content - Aqueous Liquid	2	EA.	\$_____	\$_____
1011N	PCB Content - Oil	2	EA.	\$_____	\$_____
1011O	Total Organic Carbon 2		EA.	\$_____	\$_____
1011P	Total Metals (Per Element)	2	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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1011Q	Total Petroleum Hydrocarbons	2	EA.	\$_____	\$_____
1011R	Benzene, Toluene, Ethyl Benzene, Xylene (Betx)	2	EA.	\$_____	\$_____
1012	LEVEL I ANALYSIS Includes Color, Odor, Phases PH, Flash Point Organic Chlorides, Oil & Grease BTU, % Volatile, % Ash, % Residue at 100 Degrees C	1	EA.	\$_____	\$_____
1013	LEVEL II ANALYSIS Includes Level I Parameters Plus Acid Content, PCB Screen, Solvent Screen, Glycol Content	1	EA.	\$_____	\$_____
1014	TOXICITY LEACHING PROCEDURE (TCLP)				
1014A	Extraction for Non-Volatile	2	EA.	\$_____	\$_____
1014B	Herbicides/Pesticides	2	EA.	\$_____	\$_____
1014C	Metals	2	EA.	\$_____	\$_____
1014D	Semi-Volatile	1	EA.	\$_____	\$_____
1015	Bio-Hazard Waste (Per Pound)	1	EA.	\$_____	\$_____

OPTION YEAR TWO (From expiration of Option Year One through twelve months):

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>U/I</u>	<u>Unit Price</u>	<u>Amount</u>
2001	ASBESTOS				
2001A	55 Gallon	2	EA.	\$_____	\$_____
2001B	30 Gallon	2	EA.	\$_____	\$_____

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2001C	5 Gallon	2	EA.	\$_____	\$_____
2002	LABPACKS				
2002A	Non-hazardous Solid 55 Gallon	2	EA.	\$_____	\$_____
2002B	Non-hazardous Solid 30 Gallon	2	EA.	\$_____	\$_____
2002C	Non-hazardous Solid 5 Gallon	2	EA.	\$_____	\$_____
2002D	Non-hazardous Liquid 55 Gallon	2	EA.	\$_____	\$_____
2002E	Non-hazardous Liquid 30 Gallon	2	EA.	\$_____	\$_____
2002F	Non-hazardous Liquid 5 Gallon	2	EA.	\$_____	\$_____
2002G	PCB Solid 55 Gallon	1	EA.	\$_____	\$_____
2002H	PCB Solid 30 Gallon	1	EA.	\$_____	\$_____
2002I	PCB Solid 5 Gallon	1	EA.	\$_____	\$_____
2003	INCINERATION LABPACKS				
2003A	Solids 55 Gallon	8	EA.	\$_____	\$_____
2003B	Solids 30 Gallon	5	EA.	\$_____	\$_____
2003C	Solids 15 Gallon	8	EA.	\$_____	\$_____

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2003D	Solids 5 Gallon	8	EA.	\$_____	\$_____
2003E	Liquids 55 Gallon	5	EA.	\$_____	\$_____
2003F	Liquids 30 Gallon	5	EA.	\$_____	\$_____
2003G	Liquids 15 Gallon	5	EA.	\$_____	\$_____
2003H	Liquids 5 Gallon	8	EA.	\$_____	\$_____
2004	BLENDABLE LIQUIDS				
2004A	55 Gallon	5	EA.	\$_____	\$_____
2004B	30 Gallon	3	EA.	\$_____	\$_____
2004C	5 Gallon	5	EA.	\$_____	\$_____
2005	BLENDABLE SLUDGE				
2005A	55 Gallon	5	EA.	\$_____	\$_____
2005B	30 Gallon	3	EA.	\$_____	\$_____
2005C	5 Gallon	5	EA.	\$_____	\$_____
2006	BLENDABLE SOLIDS				
2006A	55 Gallon	2	EA.	\$_____	\$_____
2006B	30 Gallon	3	EA.	\$_____	\$_____
2006C	5 Gallon	1	EA.	\$_____	\$_____
2007	LAB PACK - CONSOLIDATION FOR BULK W/PACKING				
2007A	55 Gallon	2	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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2007B	30 Gallon	3	EA.	\$_____	\$_____
2007C	15 Gallon	3	EA.	\$_____	\$_____
2007D	5 Gallon	3	EA.	\$_____	\$_____
2008	LAB PACK - FOR INCINERATION W/PACKING MATERIALS				
2008A	55 Gallon	8	EA.	\$_____	\$_____
2008B	30 Gallon	7	EA.	\$_____	\$_____
2008C	15 Gallon	10	EA.	\$_____	\$_____
2008D	5 Gallon	10	EA.	\$_____	\$_____
2009	REACTIVE AND EXPLOSIVES				
2009A	Remote Arm Opening (Per Container or pounds)	1	EA.	\$_____	\$_____
2009B	Neutralization (Per pound)	1	EA.	\$_____	\$_____
2010	RECYCLE (PER POUND)				
2010A	Lead Acid Batteries	15	EA.	\$_____	\$_____
2010B	Gas Cylinders	10	EA.	\$_____	\$_____
2010C	Small (Lecture Bottles)	10	EA.	\$_____	\$_____
2010D	Medium (Lecture Bottles)	10	EA.	\$_____	\$_____
2010E	Large (Lecture Bottles)	10	EA.	\$_____	\$_____
2010F	Gas Cylinder Analysis 10		EA.	\$_____	\$_____
2011	ANALYTICAL				
2011A	Percent Water	2	EA.	\$_____	\$_____

SF 1449 Blocks 19 through 24 continued:

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2011B	PH	2	EA.	\$_____	\$_____
2011C	Specific Gravity	2	EA.	\$_____	\$_____
2011D	Heat Content	2	EA.	\$_____	\$_____
2011E	Total Halogens	2	EA.	\$_____	\$_____
2011F	EPA-Listed Water Solvents	2	EA.	\$_____	\$_____
2011G	Flash Point	2	EA.	\$_____	\$_____
2011H	Heat of Combustion	2	EA.	\$_____	\$_____
2011I	Unknown Acid ID	2	EA.	\$_____	\$_____
2011J	Total Organic Chlorine	2	EA.	\$_____	\$_____
2011K	Oil and Grease Content	2	EA.	\$_____	\$_____
2011L	PCB Content - Solids	2	EA.	\$_____	\$_____
2011M	PCB Content - Aqueous Liquid	2	EA.	\$_____	\$_____
2011N	PCB Content - Oil	2	EA.	\$_____	\$_____
2011O	Total Organic Carbon 2		EA.	\$_____	\$_____
2011P	Total Metals (Per Element)	2	EA.	\$_____	\$_____
2011Q	Total Petroleum Hydrocarbons	2	EA.	\$_____	\$_____
2011R	Benzene, Toluene, Ethyl Benzene, Xylene (Betx)	2	EA.	\$_____	\$_____
2012	LEVEL I ANALYSIS Includes Color, Odor, Phases PH, Flash Point Organic Chlorides, Oil & Grease BTU, % Volatile, % Ash,	1	EA.	\$_____	\$_____

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% Residue at 100 Degrees C

2013	LEVEL II ANALYSIS Includes Level I Parameters Plus Acid Content, PCB Screen, Solvent Screen, Glycol Content	1	EA.	\$_____	\$_____
2014	TOXICITY LEACHING PROCEDURE (TCLP)				
2014A	Extraction for Non-Volatile	2	EA.	\$_____	\$_____
2014B	Herbicides/Pesticides	2	EA.	\$_____	\$_____
2014C	Metals	2	EA.	\$_____	\$_____
2014D	Semi-Volatile	1	EA.	\$_____	\$_____
2015	Bio-Hazard Waste (Per Pound)	1	EA.	\$_____	\$_____

PART C- CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions--Commercial Items. MAY 1997

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

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- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with the clause at FAR 52.232-33, Mandatory Information for Electronic Funds Transfer Payment, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

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(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(1) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 327, et seq., Contract Work

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Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 251 related to whistle blower protections; and 49 U.S.C 40118, Fly American.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

II. ADDENDUM TO PART C- CONTRACT CLAUSES**(a) Effective Period of Contract -- Ordering**

(1) The effective periods for placing task orders for all items under this contract are as follows:

<u>Contract Period</u>	<u>Effective Period</u>	<u>Latest Date for Pick Up of Waste</u>
Basic Contract Period	April 1, 1998 through March 31, 1999	April 7, 1999
First Option Period	April 1, 1999 through March 31, 2000	April 7, 2000
Second Option Period	April 1, 2000 through March 31, 2001	April 7, 2001

(2) The fill-ins in the clause at FAR 52.216-18, Ordering, are completed by the effective period date stated above. The latest delivery date stated above is the date after which the contractor is not required to make deliveries on orders placed during the corresponding effective period.

(b) Time of Delivery

For all items, attention is directed to the Contract Award provision of the contract (Clause 52.216-18 Ordering), that provides that a written award of a delivery order shall be furnished to the contractor. All services shall be provided within (7) seven days from the effective date of the delivery order (pick ups shall not be arranged during Government holidays, Government-determined snow days and other Government shut-downs and these days are not included in the seven days):

(c) Place of Delivery -- Multiple Locations. Delivery Orders

(1) The places of delivery for items ordered under this contract shall be specified on the individual delivery orders. The Contractor is obligated to perform services at the prices shown in Section B to any USGS locations stated below (the following points-of-contact shall coordinate with the contractor for all on-site work, including on-site inspections):

U.S. Geological Survey
12201 Sunrise Valley Drive
Reston, VA 20192
Point of Contact: [To be determined at contract award]

Patuxent Wildlife Research Center

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12100 Beech Forest Road
Laurel, MD. 20708-4035
Point of Contract: [To be determined at contract award]

USGS Herndon Warehouse
302 Victory Drive
Herndon, VA 22070
Point of Contract: [To be determined at contract award]

(2) The Contractor shall also provide warranty of services at the locations stated above.

(d) Ordering Authority and Procedures

(1) Orders under this contract may be issued by warranted contracting officers of the following activity:

U.S. Geological Survey
Office of Acquisition and Federal Assistance
12201 Sunrise Valley Drive, MS 205B
Reston, VA 20192

(2) Orders for all items will be placed in writing using order form DI-347 Order for Supplies or Services or similar form. As a minimum, each order will contain the following information: 1) contract and order numbers, 2) date of order, 3) contract line item numbers, descriptions, contract unit prices and amounts, 4) delivery or performance date(s), 5) place of delivery or performance, 6) accounting and appropriation data, and 7) signature of an authorized ordering official.

(e) Contract Maximum

During the effective contract period, the total amount of all orders placed under this contract shall not exceed \$80,000 per year.

(f) Contract Guaranteed Minimum

(1) During the effective contract period, the Government shall order quantities totaling a minimum of \$20,000 per year.

(2) Unless specifically identified in Section B as minimums, the quantities shown are estimates only, and are not purchased hereby. In the event the Government's needs for items under this contract do not result in orders in the amounts or quantities described as "estimated" in Section B, such event shall not constitute the basis for an equitable price adjustment under this contract.

(3) If the Government fails to place orders for the minimums computed under paragraph (a), above, the

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contractor will not be entitled to payment of the contract price for the unordered quantities, but will be entitled to damages suffered as a result of the Government's failure to order the minimum quantity. If the Government notifies the contractor, prior to expiration of the contract ordering period, that the contract minimum will not be required, such action will constitute a Termination for Convenience of the Government, and the Contractor will be entitled to recover under the Termination for Convenience terms of the contract.

(g) Deliverables

Item (Description)	Time/Due	Documen -tation
1. Contractor provides labor, equipment, and materials (Provide to USGS services necessary to collect, pack, transport and dispose of waste chemicals to permitted facilities)	At time of pick-up (see II.(b))	Package Labels on containers & manifests for transport
2. Emergency Services and Incident Contingency Reporting (Provide to USGS 24-hour emergency services for spills and releases and a cleanup response if requested (See #3 below). Provide to USGS a contingency plan in the event of a spill or emergency)	If /when necessary (plan within five working days)	Incident reporting copies to COR
3. Emergency Response (COR shall notify contractor to provide emergency response; seven days response for inventorying and packaging)	If /when necessary (response within four hours)	Notify COR with estimate of inventory for removal
4. Report and Analysis of Unknown Substances (“Chain of Custody”) (Provide to USGS a completed analysis and summary of unknowns for disposal and chain of custody signed by the laboratory)	If /when necessary (within thirty working days)	Furnish to COR completed analysis
5. Uniform Hazardous Waste Manifest (UHWM) (Provide to USGS all drum inventories with recorded serial numbers for each container, this includes the internal log control number)	At time of pick-up	Copies of UHWM and inventories signed by Safety on removal

Item (Description)	Time/Due	Documentation
6. Disposal Site Certification (“Certificate of Disposal”) (Provide to USGS in accordance with federal, state and local regulations upon completion of the manifest from the disposal facility, signed and pursuant to RCRA)	Within thirty working days	Signed copies to COR of certification of actual disposal
7. Required Permits and Licenses (Provide to USGS current Federal, state, and municipal documentation for the execution of services required under this contract)	At time of award	Copies to COR of required licenses and permits for acquisition
8. Personal Protective Equipment Certification (Provide to USGS current fit test and forty hour HAZMAT training certification consistent with requirements under 29 CFR 1910 (OSHA))	At time of award	Copies of certifications to COR
9. Transporters and TSDF’s Approval (Provide to USGS all permitted transporters, transporter shipping plan and treatment storage/disposal facilities, pursuant to RCRA, for handling all wastes)	Prior to handling all wastes	COR must approve in writing the requests
10. Personnel Qualification and Requirements (Provide to USGS academic training and requirements that support at least two professionally qualified personnel as required by OSHA, DOT and EPA)	Time of award and upon personnel replacement	Copies of certifications to COR
11. Quarterly Contract Charges and Waste Disposal Reports (Provide to USGS quarterly report of all waste generation activities and charges incurred under the contract)	Tenth Business day of OCT, JAN, APR, and JUL	Copies of all reports to the COR
12. Reporting On the Job Accidents, Injuries and Illnesses (Required by USGS to report all workplace accidents, injuries and illness on Departmental Standard form 134 (DI-134))	Due within five days from time of injury	Copies to COR and Safety Office

(h) Administrative Contracting Officer

Upon award, the contract shall be assigned to an Administrative Contracting Officer (ACO). The contractor shall be notified of the name and telephone number of this individual within 30 days of contract award. The following is the address of the ACO:

U.S. Geological Survey
Attn: Administrative Contracting Officer
Office of Acquisition and Federal Assistance
12201 Sunrise Valley Drive, MS 205K
Reston, VA 20192

(i) **FAR CLAUSES**

52.216-18 Ordering. (OCT 1995)

(1) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through twelve months.

(2) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(3) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 Order Limitations. (OCT 1995)

(1) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$300 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(2) Maximum order. The Contractor is not obligated to honor:

(A) Any order for a single item in excess of five times the estimated total quantity for a single item;

(B) Any order for a combination of items in excess of the estimated total quantities stated for each item; and

(c) A series of orders from the same ordering office within ten (10) calendar days that together call for

quantities exceeding the limitation in subparagraph (1) or (2) above.

(3) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after seven days after the expiration of the current contract period.

52.217-8 Option to Extend Services (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice of the Contractor within the period specified in the Schedule.

52.217-9 Option to Extend the Term of the Contract (MAR 1989)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including exercise of any options under this clause, shall not exceed 36 months.

52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

<u>Employee Class</u>	<u>Monetary Wage--Fringe Benefits</u>
Environmental Engineer, GS - 819-13 / 1	*\$26.18 per hour
Chemist, GS- 1320-12/1	*\$22.01 per hour
Industrial Hygienist, GS-690-11/1	*\$18.37 per hour
(Incident Commander) Safety/ Occupational Health Specialist, GS-018-12/1	*\$22.01 per hour
Toxic Materials Handler, WG 6511-7/2	*\$13.57 per hour

*loaded rate includes fringe benefits

**52.212-5 Contract Term~ and Conditions Required to Implement Statutes or Executive Orders-
-Commercial Items. AUG 1996**

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(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755); and

(2) 52.233-3, Protest After Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

X (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).

X (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637 (d) (2) and (3));

___ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4));

___ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

X (6) 52.222-26, Equal Opportunity (E.O. 11246).

X (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).

X (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

X (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

X (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).

(11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

___ (12) Reserved.

X (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).

X (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).

X (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C 10, Pub. L. 103187).

___ (ii) Alternate I of 52.225-21.

___ (16) 52.239-1, Privacy or Security Safeguards (5 U.S.C..552a).

X (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the

simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

PART D - CONTRACT DOCUMENTS - EXHIBITS - ATTACHMENTS

DESCRIPTION/SPECIFICATION/WORK STATEMENT

D.1 Introduction

In conducting its mission of earth science research, the U.S. Geological Survey (USGS) National Center,

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12201 Sunrise Valley Drive, Reston, Virginia 20192, generates hazardous waste from its laboratories, map making process, building operations, and accidental spills or leaks that occur. This waste could pose a threat to the health and safety of USGS employees and the environment.

Four buildings comprise the USGS National Center: the J.W. Powell Building, the Power Plant, the Advance System (ASC), and the Physics building. The National Center has approximately 167 laboratories, 15 photographic developing laboratories, a map printing shop, and several machine shops which produce a wide variety of waste. The ASC is a separate and secure building located on the grounds of the National Center. An escort is required for entry into the ASC. The USGS also has a facility located at 302 Victory Drive, Herndon, Virginia 22070 which serves as a warehouse for a variety of office supplies, furniture, and rock and map storage. In addition, the USGS has a facility located at Patuxent Wildlife Research Center, 12100 Beech Forest Road, Laurel, MD. 20708.

D.2 Statement of Work

The Contractor shall provide the USGS with all labor, equipment, materials, containers, and service necessary to collect, sort, package, manifest, transport, and treat or dispose of waste chemicals at properly permitted facilities [see Part C.II Addendum, paragraph (g)(1)]. The Contractor shall also maintain the necessary personnel, equipment, and capabilities to provide 24-hour emergency services as specified in Section D.8, Spills, Release, Emergencies and Incident Reporting. Pick ups shall not be made on any Government holidays, Government-determined snow days or other Government shut down days except for emergencies.

Services are to be provided to all of the USGS facilities located in the Washington metropolitan area, as well as the *Patuxent Wildlife Research Center, Laurel, MD., and USGS Herndon Warehouse, Herndon, VA*. Refer to Part C.II Addendum paragraph (c) for specific locations to be serviced under this contract.

(a) Quantities and Description - The National Center has an underground storage tank (with a capacity of 500 gallons (1892.5 l) containing waste petroleum solvent contaminated with printing ink and associated wastes. The printing waste (petroleum solvent, water, and sludge) shall be pumped from the 500 gallon (1892.5 l) underground storage tank (bottom of which is approximately 7 feet (213.35 cm) below grade and has a 4-inch (10.16 cm) access pipe that can be serviced from a hard surface 5 feet (152.4 cm) from the tank) into 55 gallon (208.175 l) drums, or directly into a tanker truck for removal.

The USGS has a variety of hazardous laboratory chemicals and waste products in bottles and cans ranging in size from 1 ounce (28.350 grams) to 5 gallons (18.925 l) in plastic, glass or metal containers. Lab waste may also be in 55 gallon (208.175 l). There are a variety of chemicals or waste materials that are potentially highly explosive or reactive. The Contractor shall remove out-dated or potentially explosive chemicals from the National Center grounds after normal working hours (normal working hours are 8:00 am to 5:00 p.m.). DOT classified explosives are not expected. Typically, the Contractor will be asked to remove chemicals such as ethyl ether or benzol peroxide which have become potentially explosive or extremely reactive.

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Occasionally, there are lead batteries that accumulate from Government owned vehicles. The Contractor shall package, transport, and recycle these batteries in accordance with applicable regulations.

There are also, occasionally, gas cylinders that accumulate from Government labs. Gas cylinders will vary in size from "lecture bottle" to standard gas cylinder. Chemical composition will vary and will be described in the request for a priced work-plan. If the composition is not known, the cylinder contents will be identified under one of the analytical procedures or this contract. The Contractor shall package, transport, and recycle these gas cylinders in accordance with applicable regulations.

The Contractor shall provide emergency response services in the event of an uncontrolled release of hazardous or non-hazardous materials from a laboratory accident or fire, an underground storage tank leak, or transportation accident on any of the grounds in the serviced locations. The Contractor shall be available 24 hours a day, 365 days a year. The Government will notify the Contractor of the need for removal of explosive waste. Once the Contractor has been notified, the Contractor shall have seven (7) calendar days response time to begin inventorying and packaging procedures set forth above [see Part C.II(g)(3)].

(b) EPA Treating - The Contractor shall sample and test any unknown chemicals and cylinders, using EPA approved methods, and obtain knowledge of their constituents in order that approval for disposal may be obtained from a disposal site. The report summarizing the analysis of unknown substances shall be furnished to the Contracting Officer's Representative (COR) within five (5) days after the analysis is completed [See Part C.II(g)(4)]. There will be no radioactive or biological wastes. PCB solids will be in the form of light ballasts and capacitors from laboratory equipment

(c) Inventorying and Packaging - The Contractor shall characterize, package, and label the waste to prepare for transportation and disposal. The Contractor shall complete a Uniform Hazardous Waste Manifest (UHWM) for all waste to be removed from the National Center, Herndon Warehouse and Patuxent Wildlife Research Center. Drum inventories shall be supplied for both pour-up and lab-packed drums. At the time of transportation, the drum inventory shall be attached to the generator's copy of the UHWM. All materials shall be labeled by the Contractor in accordance with applicable EPA and DOT regulations. Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with standard commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. All containers shall be plainly marked on or adjacent to the exterior shipping label to show the contract number, delivery order number (if any), description of contents, and Contractor's name. The Contractor shall record the USGS log control number from each container onto the drum inventory for the drum into which it is placed [see Part C.II(g)(5)].

(d) Removal - The Contractor shall remove inventoried and packaged waste within the time period specified by EPA regulations.

(e) Transportation - The Contractor shall transport all hazardous and non-hazardous waste to approved disposal sites. At the time of waste pick-up, the Contractor shall submit the shipping plan (which shall include a list of all routes to be taken) to the COR for his approval. The COR shall provide

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approval/disapproval within five working days. COR approval is based upon compliance with all applicable State, EPA and DOT Regulations. If plan is not approved, the Contractor shall be required to provide an approved shipping plan, at contractor expense, within 5 days of notification from Administrative Contracting Officer (ACO as identified in Part C.II(h)). Carriers shall be chosen, where possible, who do a minimum of interlining or intermediate stopping before reaching the disposal site. All required documentation, including the UHWM shall be submitted at the time of each pick-up [See Part C.II(g)(9)].

The Contractor shall provide to the COR, upon waste pick-up, contingency plans in the event of an accident or spill [See Part C.II(g)(2)] which include:

(i) Chain of responsibility.

(ii) List of state agency and Contractor who will be contacted in case of emergency in each state in which they operate.

If the Contractor uses sub-haulers to transport waste they shall provide a copy of the sub-hauler's programs. The Contractor shall also provide a copy of the criteria used for selection of sub-haulers.

At the time of transportation of all waste, hazardous or non-hazardous, the Contractor shall supply, attached to the Manifest, the total estimated weight in pounds/kilograms of waste shipped.

(f) Disposal Site - Disposal shall be in accordance with federal, state and local regulations. The Contractor shall provide to the COR, an acknowledged copy of the manifest from the disposal site and a copy of the certification of disposal from the disposal facility, whether the Government's waste is blended or re-manifested at the storage facility. A copy of the certification of disposal and manifest signed by the disposal facility operator shall be delivered to the COR within thirty (30) days of disposal [see Part C.II(g)(6)].

When deemed necessary by the Government, the Contractor shall obtain approval to incinerate appropriate combustible wastes at an EPA approved incineration facility. Reclaimable chemicals and wastes shall be recycled when practicable.

Mere acceptance of the hazardous waste at a properly permitted treatment or disposal facility does not meet the definition of disposal under this contract. It is the contractor's responsibility to obtain all necessary documentation, including the completed Uniform Hazardous Waste Manifest, to verify that both the delivery and the disposal of all items have been accomplished. The Contractor shall provide to the COR, both a Uniform Hazardous Waste Manifest (signed by the disposal site) showing that the waste has been received, and a letter from the site operator or other certification which shows actual disposal has been completed [see Part C.II(g)(6)].

D.3 Requests for Disposal Services

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Chemical waste generated at USGS shall be managed in full compliance with all applicable Federal, state, and local regulations. The contractor shall, without additional expense to the USGS, be responsible for the acquisition and maintenance of required licenses and permits, and for complying with applicable Federal, State, and municipal laws, codes, and regulations prior to and during the execution of services required under this contract. Copies of all such permits and licenses shall be current and submitted to the Contracting Officer's Representative (COR) within five working days after contract award, and at any time during the execution of this contract when such permits or license are amended, or replaced by a regulatory authority or otherwise requested by the COR [see Part C.II(g)(7)].

Contractor personnel conducting pick-ups shall confirm scheduling and work directly with the designated U.S. Geological Survey facility personnel (facility Hazardous Waste Coordinator or COR) in the completion of chemical waste pick-ups. A written schedule of the dates and times pick-ups will be conducted shall be maintained by the Contractor and submitted to the COR if requested. Pick-ups shall be conducted no later than seven calendar days from the date of request, unless an emergency situation warrants a quicker response.

The Contractor shall perform a pre-emergency walk-through in order that the contractor is familiar with the National Center facilities. The pre-emergency walk through will be scheduled with the COR within 30 days after contract award. The contractor shall provide a telephone that allows the COR to contact the Contractor 24 hours a day, 365 days a year.

In the event of an emergency, the Contractor will be notified by the Government and shall be on the premises ready to begin work within four hours of notification (see Part C.II(g)(3)). Once on the scene, the Contractor shall recommend remedial action and upon COR approval, shall begin remedial action. The Contractor shall provide consultation to the COR during hazardous materials emergencies, recommending appropriate corrective action. All corrective action shall have prior approval from the COR before any action is initiated.

A detailed report of the situation shall be prepared by the Contractor. On a case-by-case basis the Government may require a more comprehensive report. The Contractor shall submit a report within five (5) days after the cleanup activity is completed [See Part C.II(g)(2)].

D.4 Pick-Up Procedures

Personal Protective Equipment:

The Contractor's personnel shall be equipped with and use all personal protective clothing and equipment necessary to safely handle chemicals. Use of personal protective clothing and equipment shall be consistent with requirements and recommendations of the Occupational Safety and Health Administration (OSHA), the EPA, chemical manufacturer's recommendation, and/or the recommendations of the Contraction Officer/COR. The minimum level of personal protective equipment required in the handling of chemicals shall include chemical resistant gloves, safety shoes or

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boots, a work uniform, and appropriate eye protection. All such equipment shall be supplied and properly maintained by the Contractor [See Part C.II(g)(8)].

Chemical Waste Identification, Packaging, and Loading:

Pick-ups shall be conducted at the site or facility requesting chemical waste disposal services. Upon arriving at a pick-up location, Contractor personnel shall contact the Hazardous Waste Coordinator for escort. The Hazardous Waste Coordinator will identify appropriate parking and loading areas, the chemical waste storage location, areas where chemicals are to be packaged, and the location of the nearest eyewash and safety shower.

Contractor personnel shall evaluate the individual waste chemicals in the storage areas to ensure that each is properly identified and can be safely handled and transported. Contractor personnel shall then segregate, inventory, and package waste chemicals in Department of Transportation (DOT)-approved shipping containers according to compatibility; DOT and EPA requirements; and treatment, disposal, or recycling facility requirements.

A detailed inventory of all individual chemical items packaged in each shipping container shall be completed by the Contractor's personnel [See Part C.II(g)(5)]. The inventory, or packing list, shall identify each chemical and number of individual containers packaged therein, an estimated quantity for each item (in pounds and metric weight), a unique container tracking number, pertinent DOT shipping and labeling information (proper shipping name, hazard class or division, DOT identification number, reportable quantities, etc.) total weight of waste chemicals packed in shipping container (in pounds and metric weight) identification of final treatment or disposal site, and any other information required or pertinent to the proper identification and tracking of the packaged wastes.

The Contractor shall segregate, inventory, package, and remove all lab pack hazardous and non-hazardous waste on the same day, including completion of all manifests and required documentation as outlined in the paragraph above. The only exception to this requirement will be on those occasions when an unusually large volume of waste requires more than one day to process on-site, in which case the work is to be scheduled on contiguous business days, with removal completed by the end of the last day. Labpack waste that has been inventoried and/or packed shall not be left on-site for later removal pending storage/treatment facility approval(s), except for unknowns awaiting sampling results. All other waste shall be prepared and removed concurrently with the processing/removal of labpack wastes.

Explosive, unstable, radioactive, controlled substances, unidentifiable, or other waste chemicals that cannot be routinely picked up shall be brought to the attention of the facility Hazardous Waste Coordinator. Reason(s) explaining why specific materials cannot be picked up shall also be provided.

Shipping Containers:

All waste shall be packaged in containers meeting DOT shipping requirements for the hazard class of

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waste to be shipped. Surplus empty containers provided by USGS facilities that meet DOT and final disposal site requirements should be used whenever possible and economically advantageous to the USGS.

The Contractor shall assign and permanently affix a unique container tracking number and all other required DOT shipping and labeling information to the outside of the shipping container in accordance with DOT and EPA specifications.

Manifest Preparation and Shipping Papers:

Prior to transport of the waste, the Contractor's personnel shall complete manifests and all associated documentation as required by the EPA, DOT, and local jurisdictions. Associated documentation shall include, but not be limited to, notifications, certifications, or demonstrations; packaging lists; a field generated invoice; profiles, sample results, if available; container packing lists; and additional copies of manifests required for state regulatory agencies. Manifests and associated documentation shall be submitted to the facility Hazardous Waste Coordinator for review and signature prior to transport of the wastes. The manifest and associated documentation is to be signed by the transporter in the presence of the facility Hazardous Waste Coordinator [See Part C.II(g)(5)].

Duplicate copies of all paperwork generated at the time of pick-up shall be provided to the facility Hazardous Waste Coordinator prior to transportation of the waste. After receipt of the shipment at the designated facility named on the manifest, the owner or operator shall sign for receipt of the shipment on the appropriate copy of the manifest and provide this manifest to the facility Hazardous Waste Coordinator within 30 days of receipt [See Part C.II(g)(6)].

D.5 Sample Collection and Laboratory Services

The Contractor shall maintain accurate, chronological records of chemical waste samples collected for laboratory analyses and the result of the analyses that are performed. A "chain of custody" or equivalent documentation shall be created at the time the sample is obtained. The chain of custody shall minimally contain the following information: sample number; name of collector; date and time of collection; description of container sampled; label information on the container sampled; sample type (composite, grab, etc.); place of collection; sampling method, field description of contents and related observations; analyses to be performed and results thereof; and information on the distribution of sample results. A copy of the "chain of custody" is to be provided to the facility Hazardous Waste Coordinator at the time samples are collected. All analyses shall be conducted by a reputable laboratory that is capable of accurately analyzing wastes via EPA methods. A report with the results of the analyses shall be provided to the facility Hazardous Waste Coordinator within (30) days after the sample was obtained [See Part C.II(g)(4)]. The report is to be signed by a representative of the laboratory.

D.6 Treatment and/or Disposal of Chemical Waste

Use of Permitted Facilities with Full Status Required:

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The Contractor shall be responsible for providing treatment, disposal, or recycling of all chemical waste collected at facilities in accordance with applicable Federal, State and local regulations. Wastes shall be transported to facilities that have been issued operation permits pursuant to the Resource Conservation and Recovery Act (RCRA) and as implemented by the hazardous waste regulatory authorities of jurisdiction. General information about the facility (company brochures identifying the facility location, processes used to manage waste, qualifications of facility personnel, etc.), and copies of permits or operational violations shall be available for review by the COR.

Use of Land Disposal Discouraged:

The land disposal of chemical wastes shall be kept to the smallest amount feasible. Secured chemical landfills shall only be employed by the Contractor when no other practical method of treatment or disposal for a particular waste is available, or when the COR determines that alternate methods of disposal are not economically acceptable. The Contractor shall maximize the use of treatment facilities that employ validated, best available technologies to permanently destroy or render USGS wastes nonhazardous.

Use of Transporters and TSDFs Require Approval:

All transporters and treatment, storage, and disposal facilities that the Contractor proposes to handle chemical waste from the U.S. Geological Survey must be approved in writing by the COR. The Contractor shall immediately comply with requests by the Contracting Officer/COR to cease use of any transporter or treatment, storage, or disposal facility when such action is deemed necessary in the best interest of the Government.

D.7 Required Reports and Documents

Certificate of Disposal:

A "Certificate of Disposal" or equivalent documentation shall be forwarded to the facility Hazardous Waste Coordinator within thirty (30) days of final treatment or disposal of wastes. The Certificate of Disposal shall identify the treatment or disposal facility, itemize each DOT-approved waste container received at the final treatment or disposal facility by its unique identification number, and document the date and method of treatment or disposal [see Part C.II(g)(6)].

Quarterly Contract Charges and Waste Disposal Reports:

The Contractor shall furnish the COR with quarterly reports of the waste generating activities and charges incurred for each of the individual sites and facilities serviced under the contract. Reports shall be due to the COR within ten business days following the end of a U.S. Government Fiscal Quarter (reports will therefore be due on the tenth business day in the months of October, January, April and July). Information

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required in the reports includes the site or facility name, cumulative amount (in pounds) of waste shipped during the Fiscal Year, and cumulative charges incurred by the facility during the fiscal year [see Part C.II(g)(11)].

D.8 Spills, Releases, Emergencies, and Incident Reporting

Chemical spills shall be managed in accordance with the current Hazardous Chemicals Emergency Spill and Leak Control Procedures for the USGS which shall be provided to the Contractor upon award of the contract. These procedures are consistent with OSHA and EPA requirements for contingency plans and emergency procedures for hazardous waste generators as specified in Title 40 Code of Federal Regulations, Part 265, Subpart D.

Releases Resulting from Contractor Negligence:

In the event a chemical release occurs due to the activities on the part of the Contractor, or one of its subcontractors, the Contractor shall provide, at no cost of the U.S. Geological Survey, all labor, materials, and other services necessary to return the contaminated or affected area(s) to original conditions prior to the release. The Contractor shall assume responsibility for the reporting, packaging, transportation, treatment and/or disposal of the resulting wastes and contaminated debris in accordance with the provisions of this contract.

Other Spills and Releases:

The U.S. Geological Survey relies on the expertise and capability of local hazardous materials units possessing trained personnel and the appropriate equipment to respond to chemical spills that may cause health hazards or pose a threat of releases to the environment. The role of the local emergency response service is to effect rescue, if required, and contain chemical spills to prevent further contamination. The Contractor is expected to provide final clean-up, decontamination, and disposal services following such an event. The Contractor shall be capable of providing emergency response services on a 24-hour basis with a maximum response time of four hours between a telephone request for emergency services and arrival of Contractor personnel at facilities located in the Washington metropolitan area (See Part C.II(g)(3)).

Incident Reporting:

All releases, employee exposures, occupationally related illnesses and injuries, or other unusual occurrences that take place in connection with the activities associated with this contract shall be promptly reported to the COR. All required official notifications to Federal, State and local regulatory agencies concerning emergencies, spills, or releases that occur at the U.S. Geological Survey shall be made directly by the U.S. Geological Survey [see Part C.II(g)(12)].

D.9 Personnel Qualifications and Requirements

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Chemical waste pick-ups shall be carried out by at least two personnel who are professionally trained and specifically qualified as required by OSHA, DOT and EPA to evaluate and safely manage the hazards associated with handling, sorting, packaging, and transporting waste chemicals. The qualifications of the personnel shall be provided to the COR at time of award [see Part C.II(g)(10)]. The senior member of the team must have at least a Bachelor's degree in Chemistry, Chemical Technology, or a closely related discipline and a minimum of one year of experience in the handling, packaging and management of chemical waste. All other team members must have formal academic training in chemistry, including at least one year each of college-level general and organic chemistry. All personnel must meet applicable medical, training and licensure requirements of Federal, State, and local agencies having jurisdiction over chemical waste handling, transportation, and disposal activities.

During the performance of this contract, the Contractor shall take prompt and effective action to improve an employee's performance or replace the employee if personnel assigned to work by the Contractor do not perform adequately or in a safe and professional manner. Replacement employees are subject to the same qualification requirements as outlined above, and must be approved by the Contraction Officer/COR.

D.10 Quality Control and Inspection Requirements

At any time during the contract period, the USGS may require the Contractor to unpack and repack waste containers in order to verify maximum packaging densities, chemical compatibility, and the accuracy of any given manifest document or packing list. Vehicles and equipment used in the handling and transportation of chemical waste are also subject to inspection. Designated treatment, storage, disposal, or recycling facilities receiving waste from the USGS shall be receptive to reasonable inspection by USGS personnel during the contract period.

D.11 Security

The Contractor shall take all reasonable precautions to ensure that the security of USGS personnel, projects, facilities, property, materials and visitors are not jeopardized by the contract operations. The COR may require an appropriate security evaluation or criminal records review of any Contractor employee prior to allowing that employee access to property owned or operated by the USGS.

All Government facilities used by the Contractor shall be kept locked and secured when not in use. Only personnel approved by the COR shall be admitted to these facilities by the Contractor. All incidents of known or suspected unauthorized entry, theft, vandalism and the like occurring at such facilities shall be promptly reported to the COR. Chemicals that are under the control of the Contractor shall be properly secured at all times. Under no circumstances shall areas or vehicles containing chemicals be left unattended unless they have been left in a locked, secured location.

PART E- SOLICITATION PROVISIONS

52.212-1 Instructions to Offerors--Commercial Items. JUN 1997

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(a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall

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be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW., Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 6972569).

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Individual documents may be ordered from the Telespecs ordering system by touch-tone telephone. A customer number is required to use this service and can be obtained from the Standardization Documents Order Desk or the Special Assistance Desk (telephone (610) 607-2667/2179).

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

52.212-2 Evaluation--Commercial Items. OCT 1995 M2320 Technical Evaluation Factors

A. The Contracting Officer will screen proposals to identify and eliminate any proposals that are so incomplete as to preclude a meaningful technical evaluation.

B. The remaining proposals will be technically evaluated based upon the following factors:

**1.0 TECHNICAL PERFORMANCE FACTORS
(TOTAL POINTS = 250)**

1.1 MANAGEMENT/METHODOLOGY (50 POINTS)

1.1a The offeror's operational plan and methodology will be evaluated to determine how well the plan reflects an understanding and appreciation of the tasks to be accomplished as outlined in the statement of work. Persons identified for the performance of the tasks will also be evaluated. (20 points)

1.1b The offeror's management plan will be evaluated using the offeror's response to the criteria set forth in the solicitation. The management plan should reflect an understanding of the work required by the technical approach to perform the work, experience performing similar work, and an ability to manage contractual agreements. (20 points)

1.1c Financial management controls will be reviewed to determine if timely and accurate financial controls are related to the technical effort. The Government will evaluate proposals using submitted information. (10 points)

1.2 STAFF/PERSONNEL (50 POINTS)

(Personnel proposed by the offeror will be evaluated for technical knowledge and experience in the listed areas below. The Government will evaluate this factor using information in resumes submitted with the offeror's proposal. In addition credit will be given for certifications and requisite training experience hours currently being held.)

1.2a Experience in handling hazardous waste from chemical and biological laboratory facilities. (10 points)

1.2b Expertise in handling hazardous materials spills. (10 points)

1.2c Expertise in handling explosive and reactive materials. (10 points)

1.2d General knowledge of chemical compatibility. (10 points)

1.2e General knowledge of Environmental Protection Agency (EPA) and Virginia and Maryland

State solid waste regulations, and emergency notification procedures. (10 points)

1.3 FACILITY/EQUIPMENT CONDITIONS (50 POINTS)

(The offeror's facilities will be evaluated using information submitted in the offeror's proposal. Evaluation will encompass the following areas):

1.3a Transportation vehicles, hazardous materials response equipment, on-site test equipment, and other equipment to be used by the offeror in the removal or cleanup of waste from the Government site. (20 points)

1.3b All intermediary storage locations for waste removed from the Government site. (20 points)

1.3c Final disposition location of waste removed from the Government site. (10 points)

1.4 CORPORATE EXPERIENCE (50 POINTS)

(The offeror's corporate experience in related fields will be evaluated using information submitted in the offeror's proposal. Specifically, the following areas will be evaluated):

1.4 a Experience in disposing of regulated and non-regulated solid wastes generated from multi disciplinary chemical and biological laboratory facilities. (15 points)

1.4 b Experience in responding to hazardous material accidents where materials may have been released to the environment. (15 points)

1.4 c Experience in complying with EPA, State, and municipal solid waste regulations and waste water regulations. (15 points)

1.4 d Response time for both non-emergency and emergency waste removal. (5 points)

- (i) time required to survey chemicals
- (ii) time required to turn-around lab samples;
- (iii) time required to gain approval from the disposal site (incinerator or landfill)

1.5 PAST PERFORMANCE (50 Points)

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The offeror shall submit a description of its previous government contracts (all prime and major subcontracts received, or in performance, during the past three years) which are in any way relevant to the effort required by this solicitation. Commercial contracts may be included, if the contractor does not have contracts with the Government. The description shall include the following information in the following format:

Identify in specific detail for each previous contract listed, why or how you consider that effort relevant or similar to the effort required by this solicitation;

Government or commercial contracting activity, address **and telephone number**;

Procuring Contracting Officer (PCO's) name **and telephone number**;

Government or commercial contracting activity technical representative, or Contracting Officer's Representative, and telephone number;

Government or commercial contract administration activity, and the name and telephone number of the Administrative Contracting Officer (ACO);

Contract number; contract award date; contract type; awarded price/cost; final or projected final price/cost; original delivery schedule; final or projected final delivery schedule; and,

A narrative explanation on each previous contract listed describing the objectives achieved and any cost growth or schedule delays encountered. For any government contracts which did not/do not meet original requirements with regard to either cost, schedule, or technical performance, a brief explanation of the reason(s) for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. The offeror shall also provide a copy of any cure notices or show cause letters received on each previous contract listed and description of any corrective action by the offeror or proposed subcontractor;

The offeror shall also provide the above required information for any and all contracts it has had terminated in whole or in part, for default during the past three years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort. The contractor shall list each time the delivery schedule was revised and provide an explanation of why the revisions was necessary.

2.0 INDEMNIFICATION/INSURANCE (PASS/FAIL)

2.0 LIABILITY (PASS OR FAIL)

Liability: Pass/Fail (Rating will be a pass if contractor can provide a copy of insurance liability at a

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minimum that includes damage to persons, property, or environment. Fail the minimum requirements of the above mentioned.)

Offerors must receive a “pass” rating in order to be considered for award of a contract.

Pricing Chart

The offeror shall include a general breakdown of costs that comprise the prices listed under Pages 3-17 pricing of the solicitation. This breakdown should include labor/handling, transportation, storage, treatment and/or disposal, DOT/EPA labeling, and any other individual costs. Also, the offeror shall supply hourly rates for necessary personnel (loaded rates).

Contract Award

(a) Award shall be made to that offeror whose proposal, conforming to this solicitation, is determined to be most advantageous to the Government, cost or price and other factors considered. Other factors include:

(1) Other cost or price-related factors identified in this solicitation;

(2) The offeror's responsibility for award, as defined in FAR 9.104-1.

(3) The offerors overall technical score resulting from application of non-cost or non-price related evaluation factors stated above.

(4) In determining which proposal offers the greatest value or advantage to the Government, overall technical merit will be significantly more important than evaluated price or cost to the Government. Price or cost will become the determining factor between proposals judged to be essentially equal in technical merit. While the Government anticipates award based primarily on technical superiority, no award will be made based on superior technical capability when the proposed cost or price is considered unreasonable or when the additional cost or price is not justified by the advantages of an award based on technical superiority.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

52.212-3 Offeror Representations and Certifications Commercial Items. JAN 1997

(a) *Definitions.* As used in this provision:

Emerging small business means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern means a small business concern that--

(1) Is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business, having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and

(2) Has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian organization and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6050M). (1) Taxpayer Identification Number (TIN).

____ TIN:

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal, state, or local government;

_____ Other. State basis.

(2) Corporate Status.

_____ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

_____ Other corporate entity;

_____ Not a corporate entity:

_____ Sole proprietorship

_____ Partnership

_____ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501 (a).

(3) Common Parent.

_____ Offeror is not owned or controlled by a common parent.

_____ Name and TIN of common parent:

Name: _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Small disadvantaged business concern. The offeror represents that it () is, () is not a small disadvantaged business concern.

(3) Women-owned small business concern. The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the

simplified acquisition threshold.

(4) Women-owned business concern. The offeror represents that it () is, () is not, a women-owned business concern.

(5) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(6) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts)

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

___ 50 or fewer
___ 51-100
___ 101-250
___ 251-500
___ 501-750
___ 751-1,000
___ Over 1,000

___ \$1 million or less
___ \$1,000,001 - \$2 million
___ \$2,000,001 - \$3.5 million
___ \$3,500,001 - \$5 million
___ \$5,000,001 - \$10 million
___ \$10,000,001 - \$17 million
___ Over \$17 million

Certifications and representations required to implement provisions of Executive Order 11246--

(1) Certification of non-segregated facilities.

By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees, any facilities that are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise and that it does not and will not permit its employees to perform their services at any location where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(2) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It () has, () has not, filed all required compliance reports.

(3) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Trade Agreements--Balance of Payments Program Certificate. (Applies only if FAR clause 52.225-9, Buy American Act--Trade Agreement--Balance of Payments Program, is included in this solicitation.)

(1) The offeror hereby certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--Trade Agreements Balance of Payments Program") and that components of unknown origin have been

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considered to have been mined, produced, or manufactured outside the United States, a designated country, a North American Free Trade Agreement (NAFTA) country, or a Caribbean Basin country, as defined in section 25.401 of the Federal Acquisition Regulation.

(2) Excluded End Products:

Line item No.	Country of origin
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_____	_____
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_____	_____
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(list as necessary)

(3) Offers will be evaluated by giving certain preferences to domestic end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (0)(2) of this provision, offerors must identify and certify below those excluded end products that are designated or NAFTA country end products, or Caribbean Basin country end products. Products that are not identified and certified below will not be deemed designated country end products, NAFTA country end products, or Caribbean Basin country end products. Offerors must certify by inserting the applicable line item numbers in the following:

(i) The offeror certifies that the following supplies qualify as "designated or NAFTA country end products" as those terms are defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program:"

(Insert line item numbers)

(ii) The offeror certifies that the following supplies qualify as "Caribbean Basin country end products" as that term is defined in the clause entitled "Buy American Act--Trade Agreements--Balance of Payments Program":

(Insert line item numbers)

(4) Offers will be evaluated in accordance with FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program. (Applies only if FAR clause 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product being offered, except those listed in paragraph (g)(1)(ii) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement

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Implementation Act-Balance of Payments Program," and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(ii) Excluded End Products:

Line item No.	Country of origin
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_____	_____
(List as necessary)	

(iii) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (g)(1)(ii) of this provision, offerors must identify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products. The offeror certifies that the following supplies qualify as "NAFTA country end product" as that term is defined in the clause entitled "Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program":

(Insert line item numbers)

(iv) Offers will be evaluated in accordance with FAR Part 25 of the Federal Acquisition Regulations. In addition, if the solicitation is for supplies for use outside of the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

(2) *Alternate I.* If Alternate I to the clause at 52.225-21 is included in this solicitation, substitute the following paragraph (g)(1)(iii) for paragraph (g)(1)(iii) of this provision:

(g)(1)(iii) Offers will be evaluated by giving certain preferences to domestic end products or Canadian end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are Canadian end products. Products that are not identified and certified below will

not be deemed Canadian end products.

The offeror certifies that the following supplies qualify as "Canadian end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program:"

(Insert line item numbers)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

() are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

--END OF SOLICITATION NO. 98HQSS1006--